

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

Bosa Development US Corporation

Civil Action No. _____

Plaintiff,

PLAINTIFF’S COMPLAINT

v.

Bosa Properties (USA-Seattle), Inc. and
DOES 1 through 10,

Defendants.

1. Trademark Infringement (15 U.S.C. § 1114);
2. Counterfeiting (15 U.S.C. § 1114);
3. Unfair Competition (15 U.S.C. § 1125(a));
4. Common Law Trademark Infringement;
5. Cyberpiracy (15 U.S.C. § 1125(d));
6. Violation of the Washington Consumer Protection Act RCW § 18.86.090; and
7. Common Law Unfair Competition

JURY TRIAL REQUESTED

Plaintiff Bosa Development US Corporation (“Plaintiff” or “Bosa Development”), by and through its counsel, hereby alleges as follows for its Complaint against Defendant Bosa Properties (USA – Seattle), Inc. (“Defendant” or “Bosa Properties”), and DOES 1 through 10, inclusive, and each of them. This is a

1 complaint for trademark infringement (15 U.S.C. § 1114), trademark counterfeiting
2 (15 U.S.C. § 1114), unfair competition under the Lanham Act (15 U.S.C. § 1125),
3 violation of the Washington Consumer Protection Act (RCW § 18.86.090), common
4 law trademark infringement, cyberpiracy under the Lanham Act (15 U.S.C. §
5 1125(d)) and common law unfair competition.

6 INTRODUCTION

7 1. In 1966 brothers from the Bosa family, Arturo and Natale (Nat) began
8 a construction company in Canada called Bosa Brothers Construction. Ownership
9 structure changed over the years with other brothers entering and exiting the
10 ownership structure.

11 2. Two of the brothers, Robert and Natale (Nat), subsequently started their
12 own companies—Robert led Bosa Construction (a construction services company)
13 and Nat began Bosa Development (a real estate development company),
14 respectively.

15 3. Robert eventually spun off several companies, including Defendant
16 Bosa Properties, a Canadian company that, until recently, abstained from entering
17 the U.S. market.

18 4. In contrast, Bosa Development has focused its real estate development
19 efforts in *both* Canada and the United States, where it has built the Bosa brand and
20 reputation as a premier real estate developer throughout the western United States,
21 including in Hawaii, Washington, Oregon, Arizona, and California.

22 5. During that entire time, and continuing through the present, Bosa
23 Development, has continuously, exclusively, and extensively used the Bosa service
24 mark in connection with real estate services in the United States and has built
25 considerable brand value and goodwill around the Bosa name in connection with
26 real estate development in the United States.

1 6. In 2004, as part of its corporate organization within the United States,
2 Bosa Development registered the Bosa mark in connection with “residential and
3 commercial real estate development and construction services, namely, planning,
4 laying out and custom construction of residential and commercial communities,”
5 with the U.S. Patent and Trademark Register (U.S. Registration No. 2,830,003, the
6 “’003 Registration”) in order to protect the brand value that it had created and would
7 continue to create.

8 7. The ’003 Registration became incontestable in 2010, and still persists
9 today.

10 8. As a precursor to Defendant’s attempt to expand its own real estate
11 operation into the United States, on September 26, 2017, Defendant attempted to
12 register its own trademark for a design that incorporated the word “BOSA” in
13 connection with various real estate services with the U.S. Patent and Trademark
14 Office (“USPTO”).

15 9. The USPTO promptly refused to register Defendant’s mark as being so
16 similar to Bosa Development’s BOSA mark that it “creates an overall similar market
17 impression” and would likely confuse consumers as to the source of Defendant’s
18 services. Defendant did not contest that refusal, and allowed the application to go
19 abandoned.

20 10. Nevertheless, in 2020, with full knowledge of Bosa Development’s
21 rights in and use of its incontestable service mark for BOSA in connection with real
22 estate services, as well as multiple other related registered and common law service
23 marks discussed herein, Defendant brazenly encroached into the U.S. market with
24 its own counterfeit “Bosa” brand by initiating a real estate venture in the Seattle,
25 Washington area. Specifically, Defendant began development and advertising of
26 residential rental properties through, *inter alia*, its website under the brands Ren and
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1 Bosa, and using the tagline “Bosa Family Company.” Defendant’s website is
2 accessible through the URL’s www.bosa.com and www.bosaproperties.com.

3 11. In 2020, Bosa Development learned of Defendant’s attempt to
4 misappropriate the Bosa name for use in the same Seattle, Washington market in
5 which Bosa Development operates. Bosa Development promptly demanded in
6 writing that Defendant terminate its use of the Bosa name in the U.S. to avoid
7 confusing consumers, trades and business affiliation within the region.

8 12. Although Defendant initially feigned a desire to co-exist in the market
9 without using the same name, and despite the USPTO’s express refusal to register
10 Defendant’s trademark application in view of its likelihood to confuse consumers
11 about the source of Defendant’s real estate services, Defendant continues to use its
12 counterfeit “Bosa” brand and confusing “Bosa Family Company” messaging in
13 connection with its U.S. real estate venture.

14 13. Defendant’s actions signal a clear bad faith attempt to unfairly trade off
15 of Bosa Development’s established brand and profit off of Bosa Development’s
16 reputation and goodwill by, *inter alia*, attributing to Defendant’s real estate services
17 an affiliation with or endorsement by Bosa Development where no such affiliation
18 or endorsement exists.

19 14. Consumers, trades and business associates, have already been confused
20 by Defendant’s use of its counterfeit “Bosa” brand.

21 15. Defendant’s continuing illegal use of its counterfeit “Bosa” brand has
22 caused, and unless enjoined, will continued to cause considerable harm to Bosa
23 Development and erosion to Bosa Development’s valuable Bosa brand.

24 **THE PARTIES**

25 16. Plaintiff Bosa Development US Corporation is a corporation organized
26 and existing under the laws of the state of California, with its principal place of
27 business at 121 W. Market St, San Diego, California 92101.

1 17. Defendant Bosa Properties (USA-Seattle), Inc. is a corporation
2 organized and existing under the laws of the state of Washington, with its principal
3 place of business at 7525 SE 24th Street #600, Mercer Island, Washington 98040.

4 18. Bosa Development lacks knowledge of the true names and capacities
5 of defendants sued as Does 1 through 10, inclusive and therefore sues these
6 defendants by such fictitious names. Bosa Development will amend this Complaint
7 to allege their names and capacities when they have been ascertained.

8 19. On information and belief, each of the fictitiously named defendants is
9 at all relevant times responsible in some manner for the occurrences alleged in this
10 Complaint. Their alleged acts and/or omissions are a direct and proximate cause of
11 the injuries sustained by Bosa Development.

12 20. Bosa Development is informed and believes, that all Defendants,
13 including the fictitious Doe defendants, were at all relevant times acting as actual
14 agents, conspirators, ostensible agents, partners and/or joint ventures and employees
15 of all other defendants, and all acts alleged herein occurred within the course and
16 scope of said agency, employment, partnership, joint venture, conspiracy and/or
17 enterprise, and with the express and/or implied permission, knowledge, consent,
18 authorization, and ratification of their co-defendants.

19 **JURISDICTION AND VENUE**

20 21. This action arises under the Lanham Act, 15 U.S.C. §§ 1114, 1125(a),
21 1125(d), RCW § 18.86.090 and the common law.

22 22. The Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121
23 and 28 U.S.C. §§ 1331 and 1338 and has supplemental jurisdiction over the state
24 common law claim pursuant to 28 U.S.C. § 1367.

25 23. Defendant is incorporated in the state of Washington and is therefore
26 subject to the personal jurisdiction of this Court.

24. Venue in this District is proper under 28 U.S.C. §§ 1391(b)(2) and (c) because Defendant has done business in this district and/or a substantial part of the events giving rise to Bosa Development's claims occurred in or were aimed at this judicial district. For example, Defendant has engaged in the acts alleged in this Complaint in this District, has an office located in King County, has provided, and continues to provide, real estate services in Seattle, Washington. Defendant has also solicited and conducted, and continues to solicit and conduct business over the Internet and through other means in this District.

FACTUAL ALLEGATIONS

A. The Family History

25. In 1966, brothers of the Bosa family, Arturo and Natale (Nat) joined up to form a construction company called Bosa Brothers Construction.

26. Ownership structure changed over the years with other brothers entering and exiting the ownership structure with two of the brothers, Robert and Natale ('Nat')—subsequently forming their own companies.

27. Robert formed Bosa Construction to focus on construction in and around the Vancouver, British Columbia region of Canada, and Nat formed Bosa Development to develop real estate in both the United States and Canada.

28. Robert subsequently formed other businesses in Canada, including Bosa Properties. Until recently, Bosa Properties was thought to have operated solely in Canada.

B. Bosa Development Builds its "Bosa" Brand in the United States

29. Since forming in the 1980's, Bosa Development has continued to grow its brand and reputation as a premier real estate developer in the United States, receiving recognition and awards throughout the cities in which it operates.¹

¹ As used herein, Bosa Development refers to Plaintiff, and each of Plaintiff's affiliates and predecessors-in-interest with respect to the ownership, license, and/or use of the Bosa brand in

1 30. Bosa Development has developed, marketed, offered for sale, and/or
2 sold its real estate services under the Bosa brand in Hawaii since at least as early as
3 1988, in Washington since at least as early as 2011, in California since at least as
4 early as 1998, in Arizona since 2013 and in Oregon as early as 1992. During that
5 time, Bosa has developed, managed, and/or marketed over twenty five (25) separate
6 real estate projects in the western United States under the Bosa brand, and has
7 acquired, planned, constructed, leased, sold and serviced thousands of homes and
8 tens of thousands of square feet of commercial space.


9 31. Through those efforts, and a considerable financial investment, Bosa
10 Development has built its Bosa brand and reputation associated therewith as a
11 premiere real estate company focused on building quality high rise residential
12 buildings that seamlessly integrate architecture and public realm.

13 32. Bosa Development's ongoing business activities throughout the
14 western United States have generated significant goodwill and value for its Bosa
15 brand among market participants, industry professionals, civil officials, construction
16 trades, and the general public. For example, Nat Bosa has been recognized with the
17 Downtown San Diego Partnership's "Founder's Award" presented in recognition of
18 lifetime of visionary leadership in Downtown San Diego, and was inducted into the
19 Urban Land Institute Hall of Fame in 2016.

20 33. During that time, Bosa Development has continuously and extensively
21 used the word "BOSA" as a service mark in connection with its real estate
22 services.

23 34. Bosa Development owns the following U.S. trademark registrations
24 associated with its Bosa brand:

25
26 the United States, including without limitation, Bosa Holding, Inc. (a Washington corporation),
27 Bosa Development California, Inc. (a California Corporation), Bosa (Hawaii) Corporation (a
28 Hawaii Corporation), and Bosa Development LLC (a former Washington limited liability
company).

Mark	U.S. Reg. No.	Services
BOSA	2,830,003	International Class 37. G & S: residential and commercial real estate development and construction services, namely, planning, laying out and custom construction of residential and commercial communities. FIRST USE: 19880000. FIRST USE IN COMMERCE: 19880000
	6,329,667	International Class 35. G & S: real estate management FIRST USE: 20180700. FIRST USE IN COMMERCE: 20190100
		International Class 36. G & S: real estate agency and brokerage services; leasing of real estate and subleasing of real estate in the nature of commercial property, offices and office space and residential condominiums; real estate management services; real estate services, namely, rental property management. FIRST USE: 20180700. FIRST USE IN COMMERCE: 20190100

		<p>International Class 37.</p> <p>G & S: building construction; supervising and managing building construction and site development; real estate development services.</p> <p>FIRST USE: 20180700. FIRST USE IN COMMERCE: 20190100</p>
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35. Since at least as early as 1988, Bosa Development has enjoyed exclusive ownership of the service mark for BOSA within the United States in connection with “residential and commercial real estate development and construction services” in International Class 37.

36. Bosa Development applied to register the BOSA word mark with the USPTO on January 23, 2003 (U.S. Application No. 78/206,426), and secured registration for the mark on April 6, 2004 as U.S. Registration No. 2,830,003.

37. The ’003 Registration became incontestable in 2010.

38. Since at least as early as January, 2019, Bosa Development also has also enjoyed exclusive ownership of the service mark for its “B” logo design, shown in the table above, in connection with real estate sales management and related services in International Classes 35, 36, and 37.

39. Bosa Development applied to register its “B” design mark with the United States Patent and Trademark Office on August 30, 2019 (U.S. Application No. 88/599,860), and secured registration for the mark on April 20, 2021 as U.S. Registration No. 6,329,667 (the “’667 Registration”, and together with the ’003 Registration, the “Bosa Registered Marks”).

40. The “B” service mark is distinctively linked to Bosa Development and its services.

1 41. Bosa Development has used, and currently uses, the Bosa Registered
2 Marks on its website, <https://thinkbosa.com/>, and marketing materials including but
3 not limited to brochures and social media, advertisements for its various properties,
4 and on the properties themselves.

5 42. Furthermore, Bosa Development has exclusively used, and continues
6 to exclusively use the related common law service marks BOSA DEVELOPMENT,
7 THINKBOSA, and the “B” logo followed by the BOSA name (collectively, the
8 “Bosa Common Law Marks”) in connection with its real estate services, and
9 considers each of those word and design marks to be protectable trademarks under
10 the Lanham Act and the law of this state.

11 43. On April 7, 2020, Bosa Development applied with the USPTO to
12 register the service mark pictured below in International Classes 35, 36, and 37 for
13 real estate management, real estate agency, and construction related services (U.S.
14 Application No. 88863109). The application claims a first use in commerce date of
15 January, 2019. The application was allowed on April 27, 2021.



19 44. Through their extensive, exclusive, and continuous use in connection
20 with Bosa Development’s real estate services, the Bosa Common Law marks have
21 become distinctive of the source of Bosa Development’s real estate services in each
22 of the states in which Bosa Development operates.

23 45. Bosa Development has invested extensive marketing, political,
24 financial, and other resources in building its Bosa brand, inclusive of each of its
25 services marks, through advertising, signage, press, direct sales, word of mouth and,
26 most importantly, relationships. Through this investment, Bosa Development has
27 acquired substantial goodwill in the Bosa Registered Marks and the Bosa Common
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1 Law marks, and considers all of them to be part of the distinctive Bosa brand.
2 Consumers have come to associate the distinctive Bosa brand, inclusive of each of
3 the Bosa service marks, with Nat Bosa and the source of Bosa's real estate services.

4 C. Defendant Encroaches on Bosa Development & Infringes on its
5 BOSA Mark

6 46. Defendant holds itself out as a real estate investment firm, and has also
7 developed high-rise residential buildings.

8 47. Defendant has operated almost exclusively in and around the
9 Vancouver, British Columbia region in Canada.

10 48. Prior to 2020, Defendant did not publicly use the name "Bosa" in
11 connection with any real estate project in the United States.

12 49. On information and belief, sometime around 2017, Defendant decided
13 to expand its real estate operations into the United States using the Bosa name.

14 50. Foreshadowing Defendant's apparent intent to expand into the United
15 States, on or about September 26, 2017, Defendant filed an application with the
16 USPTO (U.S. Application No. 87/623,136) for the mark "BOSA", inclusive of a
17 design in the letter "O", in connection with "[r]eal estate agency services" and "real
18 estate rental services" in International Class 36 and "[r]eal estate development
19 services, building, [and] construction" in International Class 37.

20 51. On January 4, 2018, the USPTO issued an Office Action in which it
21 refused to register Defendant's "BOSA" mark identified in U.S. Application No.
22 87/623,136 pursuant to 15 U.S.C. § 1052(b) because, "when used on or in connection
23 with the identified services, the mark so resembles the [BOSA service mark] in U.S.
24 Registration No. 2,830,003 [owned by Bosa Development] as to be likely to cause
25 confusion, to cause mistake, or to deceive consumers as to the source of the services,
26 and on other grounds, such as the marks have the same overall commercial
27 impression."
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1 52. Defendant never responded to the Office Action, and the refusal to
2 register that mark was maintained.

3 53. Defendant also did not notify Bosa Development of such intent or
4 desire to expand, despite knowing of Bosa Development's brand and brand value in
5 the United States.

6 54. On information and belief, Defendant abandoned its rights knowing
7 that it had no grounds to contest the USPTO's refusal since its applied-for "Bosa"
8 mark was essentially the same mark Bosa Development uses and registered under
9 the '003 Registration in connection with substantially similar real estate related
10 services, and thus, would no doubt confuse consumers as to the source of those
11 services.

12 55. Then, in 2020, despite the USPTO's refusal to register Defendant's
13 trademark, and despite Defendant's knowledge of Bosa Development's extensive
14 brand value and relationships in the United States, Defendant defiantly launched a
15 real estate project in the United States in the Seattle, Washington area, and began
16 pre-marketing high-rise rental properties under its bosa.com website using the
17 brands "Bosa" and "Bosa Properties."

18 56. Almost immediately after launching its new U.S. venture, consumers
19 began confusing Defendant's real estate services with Bosa Development's real
20 estate services that are offered in the same geographic region. For example, one
21 subcontractor even contacted Bosa Development asking about a specific job, under
22 the assumption that the two companies were one in the same. Bosa Development has
23 never been affiliated with Defendant.

24 57. After learning of Defendant's encroachment into the United States, on
25 July 8, 2020, Bosa Development sent a letter to Defendant demanding that it stop
26 using Defendant's counterfeit "Bosa" mark in connection with Defendant's real
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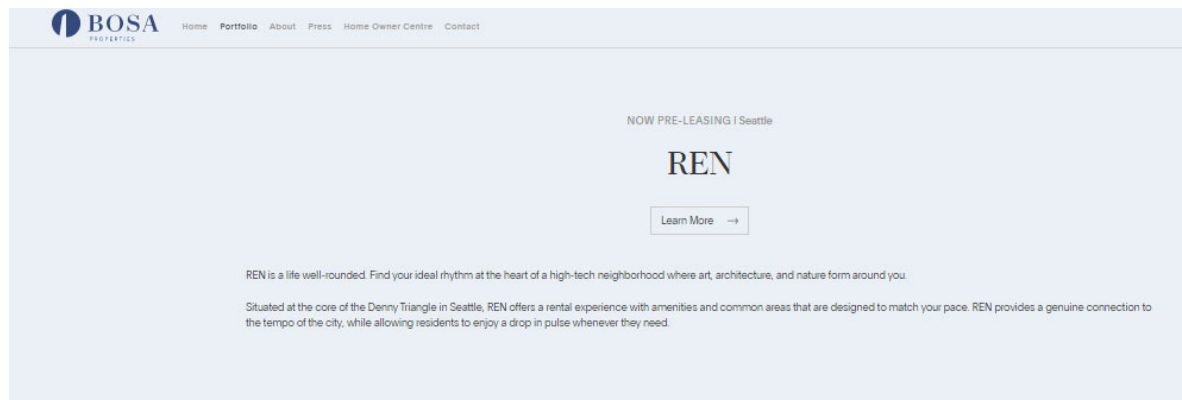
1 estate and construction activities in the United States, including the project in
2 Washington.

3 58. Defendant initially indicated a willingness to cooperate and cease its
4 use of the counterfeit “Bosa” mark in the United States.

5 59. Defendant, however, continued to use the mark, and instead, expanded
6 its use of its confusingly similar brand through marketing and advertising on, *inter*
7 *alia*, Defendant’s bosa.com and bosaproperties.com websites, and through a new
8 confusing tagline that identifies Defendant as a “Bosa Family Company” on the
9 same website that it advertises its Washington project, also referred to as “Ren”.

10 60. Defendant’s website’s intentional use of its counterfeit and “Bosa”
11 mark to market real estate services without authorization from Bosa Development is
12 shown in the screen capture from Defendant’s website reproduced below, and
13 constitutes trademark infringement and counterfeiting under the Lanham Act.
14 Defendant’s unauthorized use has already caused actual consumer confusion and is
15 likely to continue to cause confusion, causing Bosa Development irreparable harm.

16 61. Defendant’s use of the name “Bosa” in its advertising and on its website
17 in connection with Defendant’s U.S.-based real estate services is also confusingly
18 similar to Bosa Development’s use of the Bosa Common Law marks.



1 62. On information and belief, Defendant intends to further misappropriate
2 the Bosa brand, inclusive of the Bosa Registered Marks and Bosa Common Law
3 Marks by expanding its real estate business in other states in the near future.

4 63. Defendant's actions indicate a clear intent to trade off Bosa
5 Development's goodwill in the BOSA mark, and to reduce the value of such
6 goodwill that Bosa Development has acquired. As a result, the value of the BOSA
7 mark is being diminished, and consumers are likely to be, and have already been
8 misled and confused.

9 64. Further, keyword searches on the Internet for the term "Bosa"
10 demonstrate further likely confusion about the source of services being offered in
11 connection with Defendant's counterfeit "Bosa" mark. For example, a search for
12 "Bosa" on Facebook.com produces results for Bosa Properties with an image of
13 Bosa Development's "BOSA" registered trademark.

14 65. Defendant also operates a related real estate-related company under the
15 name Bluesky Properties.

16 66. As shown in the image below acquired from the Bluesky website,
17 Bluesky uses a nearly identical "B" logo to market its real estate services as the "B"
18 logo used and duly registered by Bosa Development for nearly identical services.



23 67. Defendant's website for Bluesky Properties links to its Bosa Properties
24 website that lists Defendant's Washington real estate project. The website also
25 advertises itself as "a Bosa Family company" causing further confusion.
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1 68. Defendant's willful misappropriation of the Bosa Registered Marks and
2 Bosa Common Law Marks has caused, and if not enjoined, will continue to cause
3 Bosa Development substantial harm, monetary damages, and irreparable harm.

4 **FIRST CLAIM FOR RELIEF**
5 **TRADEMARK INFRINGEMENT**
6 **(15 U.S.C. § 1114)**

7 69. The allegations of the foregoing paragraphs are incorporated herein by
8 reference.

9 70. Bosa Development's rights in the Bosa Registered Marks are protected
10 under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

11 71. Defendant's unauthorized use in commerce of the term "Bosa" and a
12 "B" logo design, as well as its "Bosa Family Company" tagline, (collectively, the
13 "Infringing Marks") in connection with its U.S.-based real estate services is so
14 similar to Bosa Development's use of the Bosa Registered Marks as to cause
15 confusion, deception, and/or mistake by creating the false and misleading impression
16 that Defendant is associated or connected with Bosa Development, or has the
17 sponsorship, endorsement, or approval of Bosa Development in violation of 15
18 U.S.C. § 1114.

19 72. Defendant's use of the Infringing Marks has caused and, unless
20 enjoined by this Court, will continue to cause a likelihood of confusion and
21 deception of members of the trade and public, and, additionally, injury to Bosa
22 Development's goodwill and reputation as symbolized by Bosa Development's
23 brand name for which Bosa Development has no adequate remedy at law.

24 73. Defendant's actions demonstrate an intentional, willful, and malicious
25 intent to trade on the goodwill associated with Bosa Development's trademark and
26 brand name to Bosa Development's great and irreparable harm. Because Defendant
27 knowingly and intentionally used the Bosa Registered Marks in connection with
28 their services, this is an exceptional case within the meaning of 15 U.S.C. § 1117(a).

1 74. Bosa Development has been damaged by Defendant's use of the
2 Infringing Marks and will suffer irreparable harm unless Defendant is preliminarily
3 and permanently restrained.

4 75. Bosa Development is entitled to a preliminary and permanent
5 injunction restraining Defendant, its officers, directors, agents, employees,
6 representatives and all persons acting in concert with them from engaging in further
7 such acts of infringement.

8 76. As a result of Defendant's wrongful conduct, Bosa Development has
9 suffered, and will continue to suffer, substantial damages. Bosa Development is
10 entitled to recover actual damages, Defendant's profits, enhanced profits and
11 damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and
12 1117 in an amount to be proven at trial.

13 **SECOND CLAIM FOR RELIEF**
14 **TRADEMARK COUNTERFEITING**
 (15 U.S.C. § 1114)

15 77. The allegations of the foregoing paragraphs are incorporated herein by
16 reference.

17 78. Despite Defendant's knowledge of Bosa Development's prior rights in
18 the Bosa Registered Marks, Defendant has used and continues to use in commerce
19 without the consent of Bosa Development, one or more Bosa Registered Marks, or
20 counterfeits, copies, reproductions or colorable imitations thereof in connect with
21 the sale, offering for sale, and/or advertising of Defendant's services.

22 79. Defendant's unauthorized use of a confusingly similar Infringing
23 Marks is likely to cause confusion, deception, and mistake by creating the false and
24 misleading impression that Defendant and its services are associated or connected
25 with Bosa Development, or have the sponsorship, endorsement, or approval of Bosa
26 Development.

80. Defendant's acts have caused, and will continue to cause, irreparable injury to Plaintiff, which has no adequate remedy at law. Bosa Development is entitled to a preliminary and permanent injunction restraining Defendant, its officers, directors, agents, employees, representatives and all persons acting in concert with them from engaging in further such acts of infringement.

81. As a result of Defendant's wrongful conduct, Bosa Development has suffered, and will continue to suffer, substantial damages. Bosa Development is entitled to recover actual damages, Defendant's profits, enhanced profits and damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117 in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
UNFAIR COMPETITION, FALSE DESIGNATION OF ORIGIN and
FALSE DESCRIPTIONS AND REPRESENTATIONS
(15 U.S.C. § 1125(a))

82. The allegations of the foregoing paragraphs are incorporated herein by reference.

83. Bosa Development's use of the Bosa Common Law Marks is entitled to protection under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

84. Bosa Development first used the Bosa Common Law Marks in Washington and in interstate commerce long before Defendant's first use of its Infringing Marks. As a result, the rights of Bosa Development in the Bosa Common Law Marks are superior to those of Defendant in the Infringing Marks.

85. Defendant's use of the Infringing Marks constitutes a false designation of origin, false or misleading description of fact, or false or misleading representation pursuant to Section 43(a) of the Lanham Act, 15 U.S.C. § 1125 and should be permanently enjoined.

86. As a result of Defendant's wrongful conduct, Bosa Development has suffered, and will continue to suffer, substantial damages. Bosa Development is

1 entitled to recover actual damages, Defendants' profits, enhanced profits and
2 damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1125(a), and 1117
3 in an amount to be proven at trial.

4 **FOURTH CLAIM FOR RELIEF**
5 **COMMON LAW TRADEMARK INFRINGEMENT**

6 87. The allegations of the foregoing paragraphs are incorporated herein by
7 reference.

8 88. By the acts described above, Defendant as engaged in trademark
9 infringement in violation of the common law of the State of Washington and
10 common law.

11 89. Defendant's actions demonstrate an intentional, willful, and malicious
12 intent to trade on the goodwill associated with the Bosa Common Law Marks and
13 have caused, and unless enjoined, will continue to cause Bosa Development great
14 and irreparable harm.

15 90. Defendant's actions were oppressive, fraudulent and/or malicious
16 and/or in reckless disregard of Bosa Development's rights, entitling Bosa
17 Development to an award of punitive damages under state common law.

18 **FIFTH CLAIM FOR RELIEF**
19 **CYBERPIRACY**
(15 U.S.C. § 1125(d))

20 91. The allegations of the foregoing paragraphs are incorporated herein by
21 reference.

22 92. Defendant has trafficked in, and/or used its bosa.com and
23 bosaproperties.com domain names that are identical or confusingly similar to and/or
24 dilutive of Bosa Development's federally registered BOSA trademark, which was
25 distinctive and/or famous at the time of registration and/or use of the domain names.

26 93. Defendant has a bad faith intent to profit from the domain names in the
27 United States and this District.
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1 94. As a direct and proximate result of such conduct, Bosa Development
2 has suffered and will continue to suffer, monetary loss and irreparable injury to its
3 business, reputation, and goodwill.

4 95. This Court should order Defendant to forfeit or cancel its domain name,
5 or transfer the domain name to Bosa Development.

6 **SIXTH CLAIM FOR RELIEF**
7 **VIOLATION OF THE WASHINGTON STATE CONSUMER**
8 **PROTECTION ACT**
 (RCW § 19.86.090)

9 96. The allegations of the foregoing paragraphs are incorporated herein by
10 reference.

11 97. The unauthorized use by Defendant of the Infringing Marks is
12 confusingly similar to the Bosa Registered Marks and Bosa Common Law Marks,
13 and constitutes unfair trade practices and unfair competition in violation of the
14 Washington State Consumer Act, RCW § 19.86.090 *et seq.*

15 98. Defendant's willful misconduct has caused confusion amongst
16 consumers and is likely to continue to cause confusion, directly or indirectly
17 affecting the people of the state of Washington. In particular, Defendant's use of the
18 tagline "Bosa Family Company" in connection with its real estate activities in this
19 District indicates an intent to cause consumer confusion as to the source of
20 Defendant's real estate services, a create a false association with Bosa Development.

21 99. Bosa Development seeks to recover the actual damages sustained,
22 together with the costs of the suit, including a reasonable attorney's fee and punitive
23 damages for Defendant's willful infringement and counterfeiting of Bosa's service
24 marks.

SEVENTH CLAIM FOR RELIEF
COMMON LAW UNFAIR COMPETITION
TRADE NAME INFRINGEMENT

100. The allegations of the foregoing paragraphs are incorporated herein by reference.

101. Bosa Development has the right to use the “Bosa” trade name, which has become a distinctive feature of the Bosa brand. Bosa Development has used the “Bosa” name in connection with its services continuously and extensively, since it began operating in the United States, and before Defendant began infringing on the “Bosa” name. Bosa Development has acquired the superior right to the Bosa name in connection with its services.

102. Defendant’s use of the “Bosa” name in connection with identical and similar services is likely to confuse, in the public mind, Bosa Development’s business with Defendant’s business.

103. Defendant has used and continues to use the “Bosa” name with an intent to deceive the consuming public.

104. Bosa Development seeks injunctive relief against Defendant for using the “Bosa” name unfairly.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands judgment as follows:

1. That the Court enter judgment in Bosa Development’s favor on all claims brought against Defendant;

2. For an injunction prohibiting Defendant from using the Infringing Marks in the United States, or any other mark that is confusingly similar to the Bosa Registered Marks and Bosa Common Law Marks;

3. For an injunction prohibiting Defendant from using the “Bosa” trade name;

1 4. That the Court order Defendant to provide an accounting for its profits
2 and all infringements of Bosa Development's Registered Marks and Bosa Common
3 Law Marks;

4 5. That the Court find this case to be exceptional due to Defendant's
5 willful infringement and counterfeiting of the Bosa Registered Marks;

6 6. That Defendant be required to pay all general, special, and actual
7 damages, that Bosa Development has sustained, or will sustain as a consequence of
8 Defendant's unlawful acts;

9 7. That Defendant be required to pay all statutory damages, and that such
10 damages be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117(b),
11 RCW 18.86.090, or otherwise allowed by law;

12 8. That Defendant be required to pay the costs of this action and Bosa
13 Development's reasonable attorneys' fees incurred in prosecuting this action, as
14 provided for by 15 U.S.C. § 1117, RCW 18.86.090, or otherwise allowed by law;

15 9. That the Court order Defendant to cancel the registration for or assign
16 its bosa.com and bosaproperties.com domain names to Bosa Development; and

17 10. That Bosa Development has such other and further relief as this Court
18 may deem just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff Bosa Development demands a trial by jury as to all issues so triable.
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SHEPPARD MULLIN RICHTER & HAMPTON, LLP

Dated: April 7, 2022

/s/ Daniel F. De La Cruz

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